



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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June 9, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENT AMENDMENT NO. H-206298-4 WITH THE REGENTS
OF THE UNIVERSITY OF CALIFORNIA**
(2nd District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 4 to Agreement No. H-206298, substantially similar to Exhibit I, with The Regents of the University of California (Regents), for the continued provision of psychiatric teaching and patient care services by the UCLA Medical School at the Department of Health Services' Harbor-UCLA Medical Center's Department of Psychiatry, on a month-to-month basis, for a maximum of 12 months, effective July 1, 2005 through June 30, 2006, at a maximum obligation of \$561,878, 100% offset by funding provided by the Department of Mental Health (DMH).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving this action, the Board is authorizing the Director of Health Services, or his designee, to sign an agreement amendment with Regents, for the continued provision of psychiatric teaching and patient care services by the UCLA Medical School at the Harbor-UCLA Medical Center (H-UCLA) Department of Psychiatry.

The agreement amendment allows the Department of Health Services (DHS or Department) to utilize DMH funding from the State Department of Mental Health Services, which is available for special mental health programs on a year-to-year basis.

Current County policy and procedures require the timely submission of contracts for Board approval. However, this amendment was not scheduled for placement on the Board's agenda three weeks prior to its effective date, because DMH was planning to contract directly with the Regents for these services effective July 1, 2005, but has not finalized negotiations. This extension will allow DMH and County Counsel to conclude negotiations with the Regents and seek approval to provide services under an affiliation agreement.

FISCAL IMPACT/FINANCING:

The maximum obligation for Fiscal Year (FY) 2005-06 is \$561,878, 100% offset by funding provided by DMH. Funding is included in the FY 2005-06 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For a number of years, the County has entered into operating agreements with the Regents for the provision of teaching and patient care services by the UCLA Medical School at various County health facilities. On April 9, 1985, the Board approved an amendment to the operating agreement with the Regents to delete funding for special mental health programs at H-UCLA.

On October 15, 1985, the Board approved an agreement with the Regents for the provision of psychiatric services utilizing State Mental Health Short-Doyle funding. Since 1985, the Board has approved subsequent renewal agreements.

On January 9, 2001, the Board approved an amendment to the current agreement to add the provision of psychiatric teaching and patient care services at Metropolitan State Hospital.

The attached amendment provides for continued teaching and training services for H-UCLA interns, fellows, and resident physicians, and for psychiatric services for H-UCLA patients.

DMH and County Counsel are currently negotiating an affiliation agreement with the Regents for teaching and training of psychiatric services. Upon execution of the affiliation agreement between DMH and the Regents, this agreement will be terminated.

Attachment A provides additional information.

County Counsel has approved the agreement amendment (Exhibit I) as to form.

CONTRACTING PROCESS:

Not applicable.

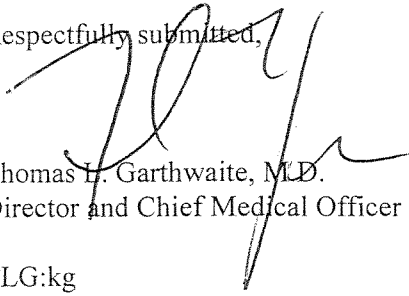
IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the attached agreement amendment will ensure the continued and uninterrupted provision of psychiatric teaching and patient care services, and will enable DHS to use DMH funding as provided by the State Department of Mental Health Services.

The Honorable Board of Supervisors
June 9, 2005
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:kg

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

blcdregents.kg.wpd

SUMMARY OF AMENDMENT

1. TYPE OF SERVICE:

Psychiatric services for patients and teaching and training services for interns, fellows, and resident physicians at Harbor-UCLA Medical Center.

2. CONTRACTOR ADDRESS AND CONTACT PERSON:

The Regents of the University of California
David Geffen School of Medicine at UCLA
10833 LeConte Avenue, Room 12-138 CHS
Los Angeles, California 90095-1722
Attention: J. Thomas Rosenthal
Associate Vice Chancellor/Chief Medical Officer
Telephone/Facsimile Number: (310) 825-8652; (310) 206-5046

3. TERM:

Extends the agreement on a month-to-month basis, for a maximum of 12 months, effective July 1, 2005 through June 30, 2006.

4. FINANCIAL INFORMATION:

Total cost per Fiscal Year (FY) is \$561,878, 100% offset by funding provided by the Department of Mental Health. Funding is available for use in the Department of Health Services Proposed Budget and will be requested in future FYs.

5. GEOGRAPHIC AREA:

Second District.

6. MONITORING:

Harbor-UCLA Medical Center Administration.

7. APPROVALS:

Hospital Administration:	Tecla A. Mickoseff, Chief Executive Officer
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (approval as to form):	Edward A. Morrissey, Deputy County Counsel

Contract No. H206298-4

PSYCHIATRIC SERVICES AGREEMENT

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this _____ day
of _____, 2005,

by and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"PSYCHIATRIC SERVICES AGREEMENT", dated January 9, 1996, further
identified as County Agreement No. H-206298, and Amendment Nos. 1
through 3 thereto, (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend
Agreement to extend its term and to provide for the changes set
forth herein; and

WHEREAS, Agreement provides that further changes to its
terms may be made in the form of a written Amendment which is
formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall be effective on July 1, 2005.

2. Agreement Paragraph 1, TERM, first paragraph, is revised to read as follows:

"1. TERM: The term of this Agreement shall commence on July 1, 2005, and shall continue in full force on a month-to-month basis, for a maximum of twelve (12) months, through June 30, 2006, unless sooner terminated by County."

3. Agreement Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, is revised to read as follows:

"4. COUNTY'S FISCAL YEAR MAXIMUM OBLIGATION:

A. County's reimbursement to Contractor effective July 1, 2005 through June 30, 2006, shall not exceed County's maximum obligation of Five Hundred Sixty-One Thousand Eight Hundred Seventy-Eight Dollars (\$561,878). County funds received by Contractor hereunder shall be expended by Contractor as direct cost in accordance with Schedule "D", attached hereto and incorporated herein by reference.

B. Said maximum obligation is exclusive of and in addition to those County obligations set forth in FACILITIES, EQUIPMENT, AND SUPPLIES OF COUNTY AND INDEMNIFICATION Paragraphs hereinbelow."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical
Officer

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants

kg:06/08/05
AMD.REGENTS

SCHEDULE D
PSYCHIATRIC SERVICES AGREEMENT
BUDGET

<u>PURCHASED SERVICES</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Psychology		
Teaching and Training Services ¹	Faculty	\$129,790
	Fellows	75,000
Psychiatry/Child Psychiatry		
Teaching and Training Services ²		
Mental Health Services ³	Faculty	260,071
TOTAL SALARIES:		\$464,861
Employee Benefits:		58,479
TOTAL SALARIES AND BENEFITS:		\$523,340
Services and Supplies:		
	Supplies	\$ 5,000
	Equipment	12,000
	Travel	5,000
Overhead		16,538
TOTAL		<u>\$561,878</u>

NOTE: Services purchased under this Agreement include services provided at Metropolitan State Hospital and certain jail facilities. All other services provided under this agreement are limited to outpatient services. The Department of Mental Health (DMH) maintains a separate affiliation agreement with the Regents of the University of California (Regents) for the purchase of outpatient (psychology/psychiatry) services, i.e. teaching services at outpatient DMH sites and direct outpatient services at other non-County sites. Finally, the Department of Health Services also maintains an affiliation agreement with the Regents for inpatient and outpatient services at Harbor/UCLA Medical Center. Harbor/UCLA Medical Center staff has advised that through its process of submission of invoices for payment, no services paid under this agreement will also be reimbursed through DMH affiliation agreement.

¹ Provided at Harbor/UCLA Medical Center.

² Provided at Metropolitan State Hospital.

³ Provided at Metropolitan State Hospital, Harbor/UCLA Medical Center (outpatient, and Jail facilities).